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6/30/93

MARQUETTE AREA EDUCATION ASSOCIATION

AND

MARQUETTE AREA PUBLIC SCHOOLS

MASTER AGREEMENT

1990-93

Marquette Area Public Schools



1. What is the purpose of this document?

2. How is this document organized?

MARQUETTE AREA EDUCATION ASSOCIATION

and

MARQUETTE AREA PUBLIC SCHOOLS

Master Agreement

TABLE OF CONTENTS - 1990-93

ARTICLE I	RECOGNITION.	1
ARTICLE II	BOARD RIGHTS	1
ARTICLE III	GRIEVANCE PROCEDURE.	2
ARTICLE IV	TEACHER RESPONSIBILITIES	4
ARTICLE V	SCHOOL DAY	6
ARTICLE VI	TEACHING CONDITIONS.	7
ARTICLE VII	ASSOCIATION RIGHTS AND RESPONSIBILITIES.	9
ARTICLE VIII	PROFESSIONAL DUES AND PAYROLL DEDUCTIONS	10
ARTICLE IX	DUTIES OF DEPARTMENT OR TEAM CHAIRPERSONS.	12
ARTICLE X	PROFESSIONAL COMPENSATION.	13
ARTICLE XI	LEAVES OF ABSENCE.	15
ARTICLE XII	INSURANCE.	20
ARTICLE XIII	TERMINAL LEAVE PAY	22
ARTICLE XIV	MILEAGE.	23
ARTICLE XV	SCHOOL CALENDAR.	24
ARTICLE XVI	TEACHER EVALUATION	27
ARTICLE XVII	VACANCIES AND TRANSFERS.	28
ARTICLE XVIII	REDUCTIONS IN STAFF.	30
ARTICLE XIX	SENIORITY.	32
ARTICLE XX	MISCELLANEOUS CLAUSE	32
ARTICLE XXI	SCHOOL IMPROVEMENT TEAM.	34
ARTICLE XXII	PARENT-TEACHER CONFERENCES	34
APPENDIX A-1	TEACHER INSTRUCTION MAXIMUMS PER DAY	36
APPENDIX A-2	LENGTH OF TEACHER DAY.	36
APPENDIX B-1	1990-93 INDEX.	37
APPENDIX B-2	1990-91 SALARY SCHEDULE.	38
APPENDIX B-3	1991-92 SALARY SCHEDULE.	39
APPENDIX B-4	1992-93 SALARY SCHEDULE.	40
APPENDIX C	EXTRACURRICULAR SALARIES	41
APPENDIX D-1	EVALUATION FORM A.	43
APPENDIX D-2	EVALUATION FORM B.	44
APPENDIX E	INDIVIDUAL AGREEMENT	46
	DURATION OF AGREEMENT.	47

ARTICLE I - RECOGNITION

Section 1

The Board hereby recognizes the Marquette Area Education Association, the Upper Peninsula Education Association, and the Michigan Education Association as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit shall consist of:

All regularly scheduled full-time and part-time certified teaching personnel under probationary contract or continuing tenure, including counselors, alternative school personnel, department heads, nurses, social workers, psychologists, therapists, Planetarium Director, and Coordinators; but excluding the Superintendent, Business Manager, Principals, Assistant Principals, Alternative School Director, Assistant Superintendents, Community School Director, Director of Audio-Visual, Vocational Educational Coordinator, custodial and maintenance employees, mechanics, food service employees, bus drivers, secretaries, clerical employees, all aides certified or otherwise, substitutes, and all other employees including supervisors.

Section 2

The use of masculine pronouns refers to both males and females.

ARTICLE II - BOARD RIGHTS

Section 1

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities, and the terms and conditions of employment.

Section 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3

The Board has full right to grant or deny tenure to all teachers not officially holding tenure. The Board further has the right not to re-employ any nontenured teacher. This section shall be applied according to the Tenure Act in the State of Michigan.

Section 4

The Board shall have no obligation to grant the application of tenure laws and related procedures to those employees who do not hold a valid teaching certificate.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation or misapplication of a specific article or section of this Agreement. An individual employee may present his grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. A class action grievance could be appropriate only if it involves more than one (1) employee. Grievances will be presented in the following steps:

Section 2 - Procedure

STEP ONE

- A. Within ten (10) working days of the time a grievance occurs, a teacher or the Association having such grievance shall present the grievance orally and discuss the matter with the principal and/or immediate supervisor of nonteaching professional personnel during nonteaching hours with the object of resolving it informally. If it is not resolved at the informal level, then within five (5) working days after the presentation of the grievance the teacher or the Association shall present the grievance in writing.
- B. Within ten (10) working days after the presentation of the written grievance, the principal shall give an answer in writing to the teacher and the M.A.E.A. If a grievance arises which does not involve the building principal, Step One of the procedure may be bypassed, but the time limitations of Step One will apply.
- C. If the grievance is accelerated to the Superintendent or his designated representative, Step Two becomes the next step in the procedure.

STEP TWO

- A. If the principal's answer to the grievance is not satisfactory to the teacher, or if no answer was given within the time limit, the teacher or the Association shall present the grievance to the Superintendent of Schools or his designee. The written "Statement of Grievance" shall be filed within ten (10) working days after the principal's answer is given, or if no answer was given, within five (5) working days after the principal's answer was due.
- B. The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the M.A.E.A. with respect to these provisions, and shall indicate the specific relief requested and shall be signed by the Grievant.
- C. The Superintendent or his designated representative shall give the M.A.E.A. representative an answer in writing no later than ten (10) working days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, additional time may be allowed by mutual agreement in writing.

STEP THREE

- A. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties according to American Arbitration Association rules and procedures. Such appeal must be taken within twenty-five (25) calendar days from the date of the decision provided for in Step Two.
- B. Any grievance not advanced to the next step by the teacher or the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail. If the administration fails to answer in the given time, the teacher or Association shall so notify the administrator involved. If the administrator fails to answer by the end of the next work day after such notice, the teacher's or Association position shall prevail.
- C. Powers of Arbitrator

It shall be the function of the arbitrator, and he shall be empowered after due investigation, to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He shall have no power to rule on any of the following:

1. He shall have no power to establish salary schedules.
2. The termination of services of or failure to re-employ any probationary teacher.
3. The placing of a nontenure teacher on a third year of probation.
4. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.

5. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedures specified in the Teacher's Tenure Act. (Act IV, Public Acts, extra session of 1937 of Michigan as amended.)
 6. To change Board policy unless it is in violation of the contract.
- D. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.
 - E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay. No decision in any one grievance shall require a retroactive wage adjustment to any other employee unless such grievance was filed as a class action grievance.
 - F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE IV - TEACHER RESPONSIBILITIES

Section 1

In addition to teaching, the school day will be used for:

- A. Planning and preparing for classes.
- B. Evaluating pupil progress.
- C. Reporting evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during regular working hours except under extenuating circumstances.
- D. Providing professional service to the school and the community for the purpose of assisting in the development and implementation of quality education in the system.
- E. Furnishing essential reports and information required by administrators.

Section 2

Teachers are expected to participate in extra-school activities such as the following:

- A. Attendance at faculty meetings and departmental meetings. The common meeting day will be Tuesdays.
- B. Attendance at in-service training sessions during working hours except under extenuating circumstances.
- C. Participating in system-wide committees.

- D. Parent-teacher conferences or P.T.A. [on the secondary level, three (3) P.T.A. meetings a year]. If scheduled dates change, teachers with previous commitments will be excused. However, they shall notify parents of an alternate conference date to be held within two (2) weeks of the scheduled date.
- E. Participate in graduation exercises (high school teachers).
- F. Teachers will be paid \$10.00 per activity on a semester basis for selling tickets, taking tickets, and ushering at revenue-producing events. Efforts will be made to secure teachers from any or all buildings for activity responsibilities. However, the Association shall not preclude the Director of Student Activities from securing assistance from any outside person or organization.

Section 3

It is understood that the teacher preparation period is subject to the total school program, and as a result, such things as substituting in a classroom, special events, field trips, testing programs, emergency class needs, assemblies, etc., may from time to time be substituted for things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Teachers who involuntarily substitute for other teachers during normal preparation time shall be compensated at \$11 per period. Preparation time shall not be used or spent on any unconnected or non-school activity.

Section 4

Except for the lunch period, unassigned time of a teacher shall be devoted to instructional duties such as the following: the instructional program, conferring with parents, pupils, administration, and supervisors, studying and maintaining records.

Section 5

The teachers will assume an active role in supervising students in the building throughout the normal school day.

Section 6

Teachers will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Superintendent.

Section 7

It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

Section 8

Teachers will not leave their buildings during working hours without the consent of the building principal or his designated representative.

Section 9

Habitual or repeated tardiness (two times in any sixty-calendar-day period) on the part of a teacher shall constitute just cause for dismissal providing the ensuing measures have been implemented:

- A. A verbal warning shall be issued as soon as the problem of habitual or repeated tardiness is apparent.
- B. If the habitual or repeated tardiness recurs, a written warning shall be delivered to the teacher with copies to the teacher's file, the building administrator, and the Association. Such warning shall include notice of loss of pay for time absented from the job due to tardiness, and may be subject to the grievance procedure.
- C. If habitual or repeated tardiness recurs following the written warning, the Board of Education shall institute dismissal proceedings as provided by statutes and will not be subject to the grievance procedure.

Section 10

- A. A teacher shall not be disciplined in writing before an oral warning with corrective measures has been given to the individual. However, if the severity of the offense warrants a written reprimand immediately, an Association representative shall be in attendance upon the request of the member.
- B. A discharge shall not be made without just cause.

Section 11

The teacher will remain with his students until the special teachers of art, music and physical education assume responsibility for the period.

Section 12

- A. It is the responsibility of the administration during teacher illness and absence to cover classes.
- B. It is the individual teacher's responsibility to notify his appropriate building administrator of the intended absence as soon as said need becomes apparent. Whenever possible, the teacher shall notify the appropriate administrator the night before, prior to an absence and at the very latest, one hour before the start of the teacher's day. When continued or extended illness occurs, it is the teacher's responsibility to provide his administrator with information about the length of his illness and the possible date of return. Any teacher failing to fulfill the terms of this paragraph will not be compensated for the day in question unless excused by the Superintendent.

Section 13

A teacher shall endeavor to give proper notification of his intent to leave the system as soon as such intent is known. Whenever possible, this notification shall be no later than April 1 so that continuity of program and adequate planning can be achieved by the administration.

ARTICLE V - SCHOOL DAY

Section 1

- A. Normally, teachers in the Senior High School will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and remain at least thirty-five (35)

minutes after the close of the pupils' regular school day. This shall be considered unassigned teacher time as specified in Article IV, Section 4.

- B. Normally, teachers in the middle schools (including 5th grades at middle schools) will be expected to report for duty at least twenty (20) minutes before the opening of the pupils' regular school day and to remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered unassigned teacher time as specified in Article IV, Section 4.
- C. Normally, teachers in the elementary school will be expected to report for duty at least forty (40) minutes before the opening of the pupils' regular school day and to remain at least fifteen (15) minutes after the close of the pupils' regular school day. This shall be considered unassigned teacher time as specified in Article IV, Section 4.
- D. Individual buildings may change the amount of time the teacher remains in the building before and after the pupil day as long as the total number of minutes remains the same as stated in Section 1, paragraphs A, B, and C.
- E. On Fridays or on days preceding holidays or vacations, teachers' days shall end fifteen (15) minutes after the close of the pupils' regular school day.
- F. Exceptions may also be made for good cause by the principal to the provisions relating to time after school.
- G. The normal workday for nonteaching professionals shall be as defined in Appendix A-2.

Section 2

The administration shall have the right to determine the starting and ending time of the school day and class and lunch period schedules. No teacher shall have less than thirty (30) minutes of uninterrupted duty-free lunch time. The amount of time each teacher is engaged in student instruction per day shall not exceed that stated in Appendix A-1. The length of the teacher day (including lunch) shall not exceed that as defined by the contract.

Section 3

The Board agrees to continue its practice regarding relief time and unassigned teacher time for elementary teachers during those times when students receive instruction from special teachers of art, music, or physical education. The Board will provide a minimum of one hundred (100) minutes per week of prep time for teachers, exclusive of recess time. Elementary teachers of music, art, and physical education will be assigned preparation time.

ARTICLE VI- TEACHING CONDITIONS

Section 1

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and

questionnaires, and similar materials are desirable for the instruction of children. The Board will continue its policy of providing necessary attendance books, paper, pencils, pens, and other materials required for daily teaching responsibilities.

Section 2

The Board will continue its policy of providing typing and duplicating facilities in each school for the preparation of instructional materials. The Board shall permit reasonable xeroxing by teachers.

Section 3

- A. The ratio of students to full-time high school counselors shall not exceed 450-1, which is the number designated by the North Central Accrediting Agency.
- B.
 - 1. Class size within a building will be equalized. Students with special needs will be discussed with the classroom teachers involved in an attempt to equalize class size differences.
 - 2.
 - a. A committee will be formed made up of three (3) teachers and three (3) administrators to establish guidelines for equalizing class sizes.
 - b. Guidelines will be established by February 1, 1991.

Section 4

The Employer agrees that supervisors or noncertified personnel shall not be used at any time to replace certified employees regularly employed in the bargaining unit, except in emergencies when Association employees are not available to do the work assigned. However, this clause shall in no way prevent the administration from executing its managerial authority within the classrooms of the school system.

Section 5

Any case of assault upon a teacher that is job related shall be promptly reported to the administration. The Board within the legal limits of their liability insurance will provide the teacher with legal counsel to advise the teacher of his rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

Section 6

- A. The administration will assign staff to certain buildings on a regular basis. It shall maintain the right to place nonteaching professional staff into any buildings where needs or demands may arise. This process shall not be subject to the transfer clauses of this Agreement.
- B. Appropriate work space will be provided in each building (whenever possible) for nonteaching professional staff to work with students. Regular work space shall be provided for each nonteaching professional staff person.

ARTICLE VII - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1

The Association shall have the right to use school buildings for meetings under the following terms:

- A. The intended use of the school facilities shall not interfere or conflict unduly with regular school functions. If there is a conflict, the Superintendent makes the final judgment.
- B. Requests for use of school facilities for meetings shall be made to the school principal or the business manager of the district. This request must be made three (3) days prior to the meeting.
- C. The Association and its representatives shall have the right to use the school facilities between 7 a.m. and 10 p.m.
- D. The Association shall be responsible for damages beyond ordinary wear and tear, and for the conduct and discipline of those attending. Fire and safety regulations must be followed at all times.
- E. These meetings cannot be political or religious in nature without Board approval.

Section 2

The Association shall have the right to post national, state, and local educational newsletters, information relating to the programs of the NEA-MEA, and M.A.E.A.; and notices pertaining to local Education Association, such as notices of meetings, elections, appointments, and social activities. At least one bulletin board in each school shall be designated by the building principal for this purpose. In addition, the Association may use the inter-school mail service and teacher mailboxes for distributing the above materials, upon notification to the building principal. No political matter or advertising of any kind will be so posted or distributed. However, the Association's internal political materials (on the local, state, or national levels) shall be considered allowable. The Association shall have the right to use school typewriters and duplicating equipment for preparing such notices, upon first notifying the building principal when the equipment is not otherwise in use. In addition, the Association President may use such equipment under the previously outlined provisions in the building in which assigned to teach. The Association shall pay the school cost of all materials and supplies incident to such use.

Section 3

- A. At the beginning of every school year the Association shall be credited with a total of twenty (20) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association as provided herein and unused days to accumulate from year to year during the life of the contract.
- B. The Association agrees to notify the Board no less than twenty-four (24) hours in advance of taking such leave. Less than twenty-four (24) hours shall be on the approval of the Personnel Director.
- C. The Association further agrees to attempt to limit the requests for any one (1) teacher to insure continuity in the classroom.

- D. The Association and the Board will alternate payment of a substitute teacher. The Association will indemnify the Board for the even numbered days.

Section 4

The Employer agrees to furnish to the Association available information requested concerning the financial resources of the district together with information which may be necessary for the Association to process any grievance. The administration shall make available to the M.A.E.A. President the packet of information that is provided to members of the Board prior to Board meetings, excluding information that is not required to be disclosed to the public by law. The MAEA President shall pick up this packet of information at the Board of Education offices. The packet shall be made available to the MAEA President at the same time it is provided to Board members.

Section 5

The Superintendent and Association Representatives shall have the opportunity to meet at a minimum of once every three (3) months for the purpose of discussing issues of concern to either party.

ARTICLE VIII - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

Section 1 - Dues Covered

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall as a condition of employment pay a service fee to the Association in an amount not to exceed the dues uniformly required to be paid by members of the M.A.E.A. (including local, state, and national dues) in accordance with applicable law, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (paragraph D below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Employer shall at the request of the Association terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. At the same time the Association shall send to the Superintendent of Schools copies of all such correspondence. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the employee in question denies that he has failed to pay the service fee, then he may request and shall receive a hearing before the Employer Board of Education limited to the question of whether he has failed to pay the service fee.
- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article VIII, but this does not include any liability for compensation paid under the Michigan Employment Security Act.
- E. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessment, and
- Contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct dues every payday in equal amounts beginning with the second payday of the school year and ending with the close of the school year.
- F. 1. Upon appropriate written authorization from the bargaining unit members, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer provided that there are at least ten (10) employees authorizing such deductions to the particular organization involved.
2. These deductions shall be made every payday once the authorization is delivered to the business office. Upon authorization individuals on twenty-six (26) pay periods will have deductions continue for the summer with notification to be made no later than May 1. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions. Deductions currently being made for less than ten (10) employees to particular organizations shall continue until June 1988.
- G. 1. Probationary teachers shall be required to sign an individual contract each year. Tenure teachers shall be required to sign a continuing contract. Any contract offered to a bargaining unit member shall contain the following provision:

This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of teachers and other employees who are members of the teacher bargaining unit employed by the Employer. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article VIII, Professional Dues.

2. An individual notice shall be sent to each Association member specifying changes in salary and extracurricular assignments by October 1.

Section 2 - Period of Enrollment

The Association shall present to the Board authorizations for deduction by the second Friday of the school year.

Section 3

The Board shall not be liable for any errors or losses in the administering of this Article.

Section 4

The Board will notify the Association of any changes in the status of an employee as it effects their dues deductions.

ARTICLE IX - DUTIES OF DEPARTMENT OR TEAM CHAIRPERSONS

MARQUETTE MIDDLE AND SENIOR HIGH SCHOOLS

Section 1 - Qualifications and Length of Appointment

- A. The chairperson is a teacher who has been selected by the members of a particular department by means of an advisory vote provided to the respective principal. In the event the principal does not feel that a candidate is appropriate or suitable, the principal has the full right to reject the individual and request another candidate. In the event that the department members and the principal cannot mutually agree on an appropriate candidate, the principal has the right to make a unilateral decision for the department and the school.
- B. A chairperson will be elected for a three- (3) year term. Terms for all the department chairpersons will be staggered in such a manner so that chairpersons will be alternated every three (3) years in order to provide continuity. Elections will be conducted by April 1 of the academic year so that incoming chairpersons will assume the positions at the beginning of the next academic year.

Section 2

Chairpersons shall be compensated as follows:

Full-Time Teachers in Department

2 - 3	\$ 423
4 - 6	847
7 - 9	1,258
10 - 12	1,403
13	1,694 *

*or a free period at the discretion of the building principal.

Section 3

The duties and responsibilities of the Chairperson will be determined by the building principal. In general, these duties and responsibilities shall include the following:

- A. He shall, under the direction of the principal, coordinate the activities of the department.
- B. He shall:
 - 1. Represent the department at meetings designated by the building principal.
 - 2. Chair meetings of teachers of departments.
 - 3. Assume leadership in seeing that the program of the entire department is advanced and maintained to the highest possible and balanced level and coordinated with other departments.
 - 4. See that staff members in the department, especially new personnel, receive such assistance and information as will help them to do the best possible job.
 - 5. Plan with teachers of the department attendance at appropriate conferences in the light of values to the department, money appropriated for conference attendance, and fair representation, subject to approval of the building principal.
 - 6. Submit to the principal at the end of the school year a written report of the work and progress of his department, together with suggestions for changes and improvements.
 - 7. Make recommendations for the adoption of textbooks and for the purchase of equipment and supplies for the department.
 - 8. See that departmental books, equipment and supplies are properly cared for and a written inventory.
 - 9. Perform normal teaching duties.
 - 10. Assist in coordinating the work of teacher aides in the department.
 - 11. Assist substitute teachers.
 - 12. Makes recommendations on class assignments and work schedules of the teachers in his department.

ARTICLE X - PROFESSIONAL COMPENSATION

Section 1

- A. The salaries for the employees covered by this Agreement are those set forth in Appendix B attached hereto and made a part of this Agreement. Nothing contained in this Agreement shall be construed as a guarantee of pay for a minimum number of hours of work or days of work nor as a limit on the Board's right to schedule work in excess of the normal work day or normal work week.

Section 2

- A. At the beginning of the school year every teacher shall be given a choice of three (3) pay plans as follows:
1. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year, and each two (2) weeks thereafter.
 2. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year, and each two (2) weeks thereafter, plus one (1) payment due approximately one week after the close of the school year.
 3. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two weeks thereafter, plus six (6) summer payments between June 15 and August 31.
- B. Teachers may have the option of having their paychecks directly deposited into a financial institution of their choice upon notification in writing to the Business Office by October 1. Deposits will be mailed the same day as other unit members receive their paycheck.

Section 3

All hours to be credited above a degree must be graduate hours from an accredited institution. Hours shall be credited only upon approval by the Superintendent or his designee.

Section 4

The Board shall pay the tuition costs for all courses that are mandated by the Board. This does not apply to courses required for continuing certification.

Section 5

- A. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category to be effective the semester following the completion of the credits. Notification of additional hours must be made prior to the succeeding semester of that school year. Proof of credits earned must be furnished by transcript within sixty (60) days after the beginning of the semester.
- B. A bargaining unit member shall be placed on the longevity steps (salary steps 13-18-23-28) at the beginning of the semester following the date they have completed their 13th, 18th, 23rd, or 28th year of employment as a teacher or bargaining unit member; e.g., if they complete their year on October 15, they would be placed on the longevity step at the beginning of the second semester.

Section 6

An employee called and absent because of jury duty or because of a subpoena relating to school matters will be paid the difference between the pay received for the jury service/witness fee and the regular salary. A teacher shall sign his jury pay over to the public schools and then receive his full pay.

Section 7

A teacher's daily rate shall be determined by dividing the number of teacher work days into the teacher's salary. The hourly rate will be determined by dividing the daily rate by eight (8) hours per day.

Section 8

All special assignments shall be filled consistent with the vacancy - filling provisions of Article XVII except that assignments which do not require certification shall be made on the basis of qualification and experience. If the qualifications and experience are equal, seniority shall prevail under normal circumstances. Final decisions regarding qualifications shall be made by the Director of Personnel. Special assignments include all assignments listed in Appendix C. Compensation for special assignments not listed in Appendix C shall be negotiated. Such assignment shall not be deemed to grant a person tenure in such position, nor be precedent for employment to such position in future years. A teacher wishing to discontinue an extracurricular position shall notify the administration by April 1.

Section 9

The Board shall determine whether bargaining unit employees shall work additional days beyond those set forth in the calendar. In this event employees shall be paid additional compensation for each day worked at their daily rate.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - With Pay. Seniority shall accrue in this section.

A. Sick Leave

1. Full-time employees absent from duty shall be allowed ten (10) days sick leave per year; such days may be accumulated if not used to a maximum of two hundred (200). Employees who have accumulated more than two hundred (200) days prior to the 1985-86 school year shall be grandparented and shall be able to use those days for sick leave purposes only. Employees working less than full time shall receive prorated sick leave days.
2. Sick leave will be granted for:
 - a. personal illness or quarantine
 - b. serious illness or death in the immediate family (mother, father, husband, wife, sister, brother, child, grandparents, aunt, uncle, or in-laws).
 - c. sick leave will be granted for doctor and dental appointments not to exceed two (2) per year.
 - d. an employee who contracts lice, pinkeye, impetigo, or scabies as a result of performing his/her professional duties and is absent from work as a result shall suffer no loss of compensation nor loss of sick leave days.
 - e. other reasons approved by the Superintendent.

f. Bargaining Unit Member Assistance

1. The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.
2. Upon request, the administration shall provide information to bargaining unit members experiencing job-related or personal problems about appropriate outside diagnostic assistance and treatment agencies. A bargaining unit member's involvement will be completely voluntary and confidential.
3. In order to qualify for sick leave the employee may be required to furnish a statement from a licensed physician as to the nature and treatment of a continued or extended illness of more than three (3) days, where the employee has accumulated five (5) sick leave occurrences during the past twelve (12) months, or where the employee has given false reasons for an absence.

4. Maternity Leave - Disability

- a. Upon a doctor's certification, a pregnant employee shall be granted the necessary time for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the pregnancy sick leave unless otherwise extended by the physician.
- b. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.

5. Maternity Leave Without Accumulated Sick Days

Employees who require a maternity sick leave/disability and do not have enough (or any) accumulated sick days shall be granted unpaid sick time according to the provisions of Section 4 above. These employees will be granted fringe benefits for the month in which their sick leave runs out. In addition, the Employer shall grant one (1) additional month of fringe benefits according to Article XII.

6. It shall be the responsibility of each employee to notify the district as soon as possible as to his unavailability of work due to illness or other cause.

B. Personal Business

1. Over the life of the contract six (6) days shall be granted for personal use. These days shall be in full at the beginning of the new contract. No more than five (5) such days may be used at

any one time. Personal leave days will not be approved during a period of two (2) days before or two (2) days after a recess or during the first two (2) or last two (2) weeks of the school year. Not more than ten (10) percent of the bargaining unit employees of any one building may be granted personal leave for any given day. An employee must have the approval of a personal leave day(s) with the administration at least forty-eight (48) hours in advance. If five (5) days of personal leave days are to be used at any one time, the employee must have approval of such days with the administration at least ten (10) working days in advance. If the employee does not use such days, the employee shall have the following options:

- a. To accumulate such days to a maximum of six (6);
- b. To have such days added to the employee's accumulated sick leave; or
- c. To receive compensation in the amount of \$40 for each day.

Such days shall be prorated for employees working half time or more.

C. Personal Days

Over the life of the contract three (3) days may be granted for personal use. The teacher will indemnify the Board of Education the equivalent of a full day's conventional substitute pay for each day granted.

D. Special or Discretionary Leave

A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.

E. Sabbatical Leave

After seven (7) consecutive years of employment, a teacher may apply for sabbatical leave in accordance with Section 572 of the General School Laws. Permission may be granted to no more than one percent (1%) of the teachers each year. One-half of the basic salary will be paid. Teachers shall return to the school district for a minimum of two (2) years following a sabbatical leave. In the event a teacher does not stay in the school district for a minimum of two (2) years, he shall, within two (2) years, repay the Board that part of his sabbatical leave salary after deduction of taxes thereon which the unexpired period of service bears to two (2) years. Fringe benefits shall continue during this leave, but sick leave will not accrue.

F. Leave Which Includes Fringes

A leave of absence of up to one (1) year with fringe benefits paid by the Employer may be granted. The fringe benefits will include the health, dental and life insurance coverage that is provided to full-time employees. An additional year may be granted.

G. Jury Duty

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for that

performance of such obligation on each day the teacher would have otherwise been scheduled to work that the teacher reports for or performs jury duty.

Section 2 - Without Pay.

Leaves under this section shall not accrue seniority.

A. Child Care Leave

1. A leave of absence without pay or seniority shall be granted to any male or female bargaining unit member for the purpose of child care at the time of birth or at the time of adoption of a pre-school age child. This leave shall be granted for a time period up to one (1) year; it may be extended for one (1) additional year upon the approval of the Director of Personnel. A bargaining unit member must return from said leave at the beginning of a semester.
2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.
3. In the case of child adoption, said leave shall commence upon request of the bargaining unit member when an adoption is confirmed.
4. Insurance benefits shall remain in effect for the summer months provided the member has completed his contractual year.

B. Personal or Professional Leave

Personal or professional leave of absence for teachers without pay for good cause shown may be granted for a period of up to one (1) year for personal or professional reasons. The failure to grant a personal or professional leave shall not be the basis for a grievance or subject to the grievance procedure. There shall be no experience or salary credit and accumulated sick leave shall be maintained at the current level; however, seniority shall not accrue. A second year leave may be granted. If a teacher accepts employment while on personal or professional leave, the teacher will notify the Board of Education immediately. The Board shall have the right to re-evaluate the leave.

C. Political Leave

A teacher may be granted a two- (2) year leave of absence for political purposes.

D. Special or Discretionary Leave

A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.

E. Sick Leave

1. Any employee whose personal illness extends beyond the period compensable under this Article shall be granted a leave of absence without pay for reasons of health or member assistance as described in Section 1, A, 2, f, which, in accordance with

general school laws, may not exceed one (1) year from the date granted by the Board. Extensions of such leave may be granted by the Board upon written request of the employee. An employee anticipating extended illness may be granted such leave prior to the expiration of accumulated compensable leave days and upon returning from sick leave will have the unused portion of accumulated compensable leave reinstated. Fringe benefits to the employee shall continue for four (4) months.

2. Upon return from a leave of absence the employee shall at the employee's request be returned to the same position held prior to leave provided a thirty- (30) day notice prior to return is given in writing.
3. Each bargaining unit member may at their discretion use their accumulated sick leave days or freeze those days in order to receive benefits under any compensable benefit program to the extent allowed by the carrier. If the employee does freeze their accumulated sick leave days, the employee shall not be able to reinstate those sick leave days for the remainder of the recuperation period.

F. Work-Related Injury or Illness

Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. The Employer shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits and benefits received under the Worker's Compensation Act for the duration of such absence.

G. Exchange Teaching Programs

A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities, provided said teacher states intention to return to the school system. Further extension of such a leave may be granted at the discretion of the Board upon application.

H. Leave for Study Relating to Professional Responsibilities

A leave of absence of one (1) year may be granted to any teacher for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university upon application wherein the teacher states intent to return to the school system and sets forth requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the Board upon application.

I. Short-Term Discretionary Leave

Employees may at the discretion of the Superintendent be permitted to take an unpaid leave of absence. Such leave shall not extend over twenty (20) working days.

Section 3 - Military Leave

A military leave of absence shall be granted to any teacher or other full-time regular employee who shall be inducted, recalled to active duty as a member of a reserve component of the Armed Forces or National Guard, or shall enlist in lieu of induction. Upon return from such leave employees shall be placed at the same position on the salary schedule as if he/she had remained in the school system. The period shall not exceed one (1) enlistment period.

Section 4 - Returning from Leave

Genuine attempts shall be made to have a teacher returning from a leave re-employed to the same (or similar) position.

Section 5 - Terms and Conditions of Leaves

The Association shall be notified in writing of the contractual terms and conditions of leaves under Section 2 of Article XI. No personal details need to be given.

Section 6 - Notification of Intent to Return

The employee shall notify the Superintendent in writing sixty-five (65) days prior to the end of a leave whether he/she shall be returning to his position. If the employee fails to do so, the Board shall mail a letter return registered receipt to the employee at his last address on record with the District notifying him of his failure. If the employee still fails to so notify the Superintendent within fourteen (14) days after such letter is mailed, the employee shall be deemed to have voluntarily resigned from his employment with the School District, and the School District shall have no further obligations to the employee.

ARTICLE XII - INSURANCE

Section 1 - Life Insurance

- A. The School Board will provide, without cost to the qualified employee, group life insurance as follows:
 - 1. All regular full-time employees shall be provided with \$30,000 life insurance. Regular half-time employees shall be provided with \$15,000 life insurance. Employees with greater than half time and less than full time shall be prorated according to time worked. Coverage will include AD & D Rider.
- B. The provisions of the group policy purchased by the Board and the rules and regulations of the carrier will govern as to commencement and duration of benefits and all other aspects of coverage. The Board shall have the right to select the carrier or change carriers.

Section 2 - Health and Hospitalization Insurance

- A. The Board agrees to pay the full premium for MESSA Super Care 2 for twelve (12) months provided that the individual has completed his contractual year.
- B. Regular half-time or greater certified employees shall receive prorated payment for MESSA Super Care 2.

- C. Employees not choosing hospitalization will receive Two Thousand Dollars (\$2,000) per year. The total may be used to purchase a T.S.A. The balance may be used to purchase additional MESSA fringe benefits.

Section 3 - Dental Insurance

- A. The Board shall provide to the bargaining unit member a self-funded dental insurance program which provides the following:
1. The program shall pay 80% of Class I and Class II benefits with \$1,000 maximum per person per year. The Orthodontic Rider (Class III) shall also pay 80% benefits with a \$1,000 lifetime maximum benefit up to age 19.
 - a. Class I benefits include basic dental services: examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment for children), fillings, crowns (including necessary gold crowns), jackets, oral surgery (primarily extractions), endodontic and periodontic services.
 - b. Class II benefits include procedures for construction of fixed bridgework, partial and complete dentures.
 - c. Class III benefits include necessary treatment and procedures required for the correction of malposed teeth (orthodontics). Class III benefits are available only as a rider to both Class I and II benefits and cannot exceed the percentage level selected in Class I.
 2. The program shall provide for internal and external coordination of benefits for all employees.
 3. Employees shall not be required by this program to seek dental services from specific practitioners but shall be free to select a dentist, orthodontist or any other dental practitioner of the employee's individual choosing.
 4. If the Board continues to self-fund the dental program, a committee of four (4) will be established. It shall be composed of two (2) administration-appointed administrators and two (2) Association-appointed bargaining unit employees. The committee shall study and recommend methods of establishing reasonable and customary charges for dental services which may be implemented by the Board.
- B. Disputes regarding payment of a bill shall be handled by the administration. The employee shall fully cooperate with the administration regarding disputes over a bill.
- C. If the district's self-funded program is to be underwritten by an insurance company or if the program is unable to provide the benefits, the district shall change the carrier to MESSA Delta Dental with the same specifications as set forth herein.

Section 4 - Vision

In the 1992-93 contract year the Board will provide a self-funded vision policy equal to VSP-2.

Section 5 - Workers' Compensation Insurance

The Board of Education will provide workers' compensation insurance for the members of the bargaining unit as provided and required under state and federal law.

Section 6

For teachers terminating employment with the School District, all fringe benefits will cease upon termination. Teachers who terminate employment at the end of the school year will have their fringes paid through August; but if the employee notifies the administration that he has not obtained other employer-paid insurance coverage by that time, the Board shall continue said benefits through September 30.

Section 7

An open enrollment period shall be established each year in September.

ARTICLE XIII - TERMINAL LEAVE PAY

Section 1

- A. This policy is established by action of the Board of Education and provides for a benefit for those persons who actually retire under the Michigan Public School Employees Retirement Act, or have become totally disabled and have spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools. The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees Retirement Board. Terminal pay will be payable to bargaining unit members who have actually retired or who have become totally disabled and leave the Marquette Area Public Schools. To qualify for the retirement benefit the employee must not only have retired but actually receive retirement benefits within four (4) months after the teacher has retired from the School District.
- B. Payment shall be awarded in the lump sum upon retirement, death, or upon becoming totally disabled in accordance with the following plan. Such payment shall be made to each individual employee or his estate who satisfies the requirements of this Article.

Section 2

Terminal pay shall be computed as follows:

One hundred percent (100%) of the unused accumulated sick days up to a maximum of two hundred (200) days as follows:

\$20.00 for each day from 0 to 100
\$22.50 for each day from 101 to 150
\$27.50 for each day from 151 to 200

For those employees who voluntarily retire only (as distinguished from those who become disabled or terminate employment for any other reason) the District shall pay terminal leave pay as computed above each year prior to the recipient's 62nd birthday (payment to be made on or before February 1). An employee retiring at or after age 62 would qualify for only one (1) payment of terminal leave pay.

For teachers with over 100 sick leave days, up to a maximum of twenty (20) sick leave absences caused by hospitalization of the employee during the last two (2) years of employment will not be deducted when computing accumulated sick leave for terminal pay purposes (to be compensated at \$20 a day).

ARTICLE XIV - MILEAGE

Section 1

When in the course of their work it is necessary that personal automobiles be driven from one building to another, teachers shall be reimbursed for the use of their automobile the maximum IRS Standard Mileage.

Section 2

Administration approved scouting trips for athletics, administration approved cheerleader trips, and mileage for transporting athletes to administration approved athletic contests shall be paid at the rates established in Section 1.

ARTICLE XV - SCHOOL CALENDAR

1990-91 SCHOOL YEAR

September 4 First day for teachers
September 5 First day of school for students
November 15 School closed
November 22 Thanksgiving holiday
November 23 Thanksgiving vacation
December 21 Christmas vacation begins after school
January 7 School reopens
March 28 Spring vacation begins after school
April 8 School reopens
May 27 Memorial Day holiday
June 13 Last day of school (without make up for inclement weather)

Student days - 180
Teacher days - 184 (includes two p.m. parent conference days)
Holidays - 5
Vacation days - 14

TOTAL CONTRACTUAL YEAR - 203 days

STUDENT INSTRUCTIONAL DAYS

<u>Month</u>	<u>Days</u>
September	18
October	22
November	19
December	15
January	19
February	19
March	20
April	17
May	22
June	<u>9</u>
TOTAL DAYS	180*

*All snow days beyond two will be made up by extending the school year the necessary days in June.

October - 1 In-service day
February - 1 In-service day

1991-92 SCHOOL YEAR

August 29	First day for teachers
September 2	Labor Day holiday
September 3	First day of school for students
November 15	School closed
November 28	Thanksgiving holiday
November 29	Thanksgiving vacation
December 20	Christmas vacation begins after school
January 6	School reopens
April 10	Spring vacation begins after school
April 21	School reopens
May 25	Memorial Day holiday
June 10	Last day of school (without make up for inclement weather)

Student days - 180
Teacher days - 184 (includes two p.m. parent conference days)
Holidays - 6
Vacation days - 12

TOTAL CONTRACTUAL YEAR - 202 days

STUDENT INSTRUCTIONAL DAYS

<u>Month</u>	<u>Days</u>
September	20
October	22
November	18
December	15
January	20
February	19
March	22
April	16
May	20
June	<u>8</u>
TOTAL DAYS	180*

*All snow days beyond two will be made up by extending the school year the necessary days in June.

October - 1 In-service day
February - 1 In-service day

1992-93 SCHOOL YEAR

September 3 First day for teachers
September 7 Labor Day holiday
September 8 First day of school for students
November 26 Thanksgiving holiday
November 27 Thanksgiving vacation
December 22 Christmas vacation begins after school
January 4 School reopens
April 2 Spring vacation begins after school
April 13 School reopens
May 31 Memorial Day holiday
June 11 Last day of school (without make up for inclement weather)

Student days = 180
Teacher days = 184 (includes two p.m. parent conference days)
Holidays = 6
Vacation days = 13

TOTAL CONTRACTUAL YEAR = 203 days

STUDENT INSTRUCTIONAL DAYS

<u>Month</u>	<u>Days</u>
September	17
October	21
November	19
December	16
January	20
February	19
March	23
April	16
May	20
June	<u>9</u>
TOTAL DAYS	180*

*All snow days beyond two will be made up by extending the school year the necessary days in June.

October - 1 In-service day
February - 1 In-service day

ARTICLE XVI - TEACHER EVALUATION

- A. The parties agree that it is the right and duty of the administration to evaluate members. The parties also agree that the purposes of evaluation are to provide information which will recognize levels of teaching performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement. The primary goal of evaluation is the improvement of instruction.
- B. Definition of Terms
1. A formal observation is planned and scheduled with the unit member to be evaluated and includes a pre- and post-conference between the evaluator and the unit member. It will consist of a major portion of a lesson, class period, or instructional component.
 2. Informal observations will consist of unscheduled classroom visitations, school related activities, school related parent and community interactions, and curriculum development.
 3. The evaluation shall consist of formal and informal observations.
- C. Unit members will be informed during the first thirty (30) days of their employment of specific teaching criteria upon which they will be evaluated. A written copy of the district's criteria agreed to by the parties shall be distributed to each member at that time.
1. Tenured members will be observed at least once every year.
 2. Tenured members will receive at least one (1) formal evaluation every two (2) years. Nontenure members will receive a minimum of two (2) formal observations for the purpose of evaluation each year.
 3. Both classroom and non-classroom members shall only be evaluated by a principal, assistant principal, or Central Office administrator. In cases where the member may have more than one (1) immediate supervisor the member shall be informed prior to the evaluation who his/her evaluator(s) will be.
 4. An evaluation report, Forms A and B (see Appendix D), will be completed by the evaluator after every formal observation.
 5. Within five (5) days of a formal observation the unit member will have a post-observation conference with the evaluator to discuss the observation. If an evaluator believes a member is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the member's performance. If the evaluator wishes to make recommendations for improvement on the member's performance, he will do so at this time. Within ten (10) school days of the conference a written observation report (see Appendix D, Form A) will be given to the member. At the member's request a final personal conference will be held within five (5) school days of receipt of the evaluation.
- D. A standing evaluation study committee consisting of up to five (5) members appointed by the M.A.E.A. President and up to five (5) administrators appointed by the Superintendent will meet at least once during each year for the duration of the contract to refine the

evaluation process based on the effective instruction model. The committee will submit a report during the next contract negotiations. Portions of the evaluation process developed by the evaluation study committee may be implemented during the present contract period if mutually agreed upon.

- E. Members whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such notification.
- F. A member will have the right to review the contents of all records, excluding initial references, of the District pertaining to said member originating after initial employment and to have a representative of the Association accompany him in such review.
- G. No material originating after initial employment will be placed in his personnel file unless the member has had an opportunity to review the material. The member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the member is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Members' comments relative to evaluations or other written material will be included in their personnel file at their request. All recommendations, written or oral, shall be based solely on the contents of the member's personnel file.
- H. All formal evaluations will be completed by April 10.

ARTICLE XVII - VACANCIES AND TRANSFERS

Section 1

- A. A vacancy shall be defined for purposes of this Agreement as a newly created position or a position that is vacant because of retirement, resignation, or discharge. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Said positions shall be filled by the certified and qualified bargaining unit member. Seniority shall be a major factor in determining the filling of positions if there are internal applicants. Internal applicants must be considered before external applicants. If the most senior applicant is not chosen, the Board shall inform the employee and the Association of the reason(s) of nonplacement.
- B. Vacancies occurring after the start of the school year shall be filled on a temporary basis. Persons employed to fill temporary vacancies (those less than a full school year) shall become bargaining unit members upon the completion of sixty (60) continuous school days of employment in the same assignment at which time they shall be paid at the BA base salary. Such persons shall be subject to layoff without notice and without any right of recall.

Section 2

During the summer months when regular school is not in session the Employer will post in the personnel office all vacancies as above described and shall forward copies of said vacancies to the President of the Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis.

Section 3

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer shall be made in writing on or before March 15, if possible, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed annually to assure active consideration by the Board.
- B. A transfer is defined as follows:
1. In elementary, K-5, a change from one building to another or one grade to another including a split-grade assignment.
 2. In middle school grades 6, 7, and 8, a change from one building to another.
 3. In secondary grades 9, 10, 11, and 12, a change from one building to another or from one certified subject area to another; i.e., from math to English.
- C. If transfer of teachers is necessary:
1. Affected teachers and the Association will be notified as soon as possible and for transfers expected to take effect the following school year, preferably prior to the end of the current school year.
 2. A conference with affected employees shall be held with the employees' principals and/or the Superintendent or his designee. The Association may have a representative present.
 3. At such conference reasons for the transfer will be reviewed.
 4. Disposition of the matter shall be made in writing by the principals and/or Superintendent or his designee to all affected parties and the Association.
 5. The following criteria will be used whether the transfer be voluntary or involuntary. Primary consideration shall be given in the following order of priorities:
 - a. Qualifications of the teachers.
 - b. Educational considerations.
 1. Best interests of students.
 2. Teacher efficiency and overall efficiency of the School District.

3. Where the administration feels the employee is most qualified to serve.
 - c. Seniority in the District.
 - d. Seniority in the position.
 - e. The preference of the teacher.
- D. When classroom assignment changes are required within a department which mandates the transfer of a teacher from one subject area to another, the most senior and most qualified employee shall have first right of refusal. This process of selection by seniority and qualification shall continue until all classes are assigned.

Section 4

Whenever an opportunity for a transfer/vacancy arises, the Superintendent shall post notice of same on a bulletin board in each school building for ten (10) days. Notices of transfer/vacancy shall be sent to the Association President during the summer months. In emergencies, the Superintendent may fill the position in less time.

ARTICLE XVIII - REDUCTIONS IN STAFF

Section 1

In the event the Board decides to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the following procedure shall be used:

- A. Probationary teachers shall be laid off first, provided there are tenure teachers qualified and certified (or on leave of absence or layoff) to replace them.
- B. The order of reduction among tenure teachers shall be according to seniority, academic needs, certification, and qualifications.
 1. Qualifications shall be determined by the administration and made known to the Association.
 2. Seniority shall be defined as in Article XIX.
- C. The order of recall shall be in accordance with the criteria listed in "B" above.
- D. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.
- E. An employee in the bargaining unit may, without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract including the employee's right to be recalled from such layoff. (Appendix E is the Agreement for the individual employee who wishes to waive his seniority rights.)

- F. Nonteaching professional employees shall be laid off and recalled within their areas of specialization in order of seniority. There shall be no bumping by or among nonteaching professional employees with the exception of those who have previously taught in the bargaining unit who shall be permitted to bump into teaching positions.

Section 2

In the event of a reduction in personnel the administration shall make genuine efforts to notify the affected employee(s) of such proposed action before the action is taken by the Board in a public meeting. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all nontenure teachers and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any tenure teacher's individual employment contract or under the collective bargaining Agreement.

Section 3

The Board shall give written notice of recall from any layoff by sending a registered or certified letter or telegram to said teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. If the teacher fails to respond within ten (10) days from the date of receipt of the recall and unless an extension is granted in writing by the Board, such teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

Section 4

A laid off bargaining unit member shall receive full fringe benefits (i.e., dental, life, and health insurance coverage) through August 31 after completing a full academic year; but if the employee notifies the administration that he has not obtained other employer-paid insurance coverage by that time, the Board shall continue said benefits through September 30. After that time all insurance may be continued at the individual expense of such laid off member by payment of the normal per subscriber group rate premium for such benefits to the Employer monthly and as defined by the underwriting rules of the carrier. If a member fails to pay the premium by the prescribed date, the Employer has no further obligation to pay the premium. It shall be the obligation to give notice of this right to each bargaining unit member.

Section 5

- A. Reduction of Hours. If the reduction of teaching hours is necessary, the least senior teacher within a specific area of certification shall have his/her hours reduced to ensure full-time employment for the remaining senior teachers within that area unless classes in different buildings cannot be scheduled.
- B. A special contract waiver between the Board and the Association shall be agreed upon in the event that a present employee does not want to be employed on a full-time basis. Such a waiver shall not establish a precedent and cannot be relied upon as past practice.

ARTICLE XIX - SENIORITY

Section 1

Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first date of work within the Marquette Area Public Schools (and as previously agreed to with Marquette Township teachers). An employee must be or have been a member of the bargaining unit in order to accrue seniority in the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained when transferring out of the bargaining unit. Neither layoff nor the taking of approved leave as provided under this Agreement shall constitute a break in service. Seniority will not accumulate during layoffs or leaves except those provided for in Article XI.

Section 2

An accurate seniority list will be provided to the M.A.E.A. by October 30 of each school year. The seniority list shall be published with notation of the certification/approvals then on file with the Employer of each bargaining unit member and presented to the Association. The M.A.E.A. and the teachers shall notify the Director of Personnel of any errors in the seniority list thirty (30) days after the list is provided. After the end of this thirty- (30) day period, the seniority list as corrected shall be deemed accurate and shall govern until the following school year.

Section 3

The seniority list shall be in rank order of the bargaining unit members' first date of work as set forth in preceding section. A lottery will be conducted for all new employees with the same first day of work to determine their place on the seniority list. The notice of the drawing including date, place, and time will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 4

There shall be one (1) seniority list, and all individuals accreted to the bargaining unit shall be incorporated at their appropriate level into the present seniority list.

ARTICLE XX - MISCELLANEOUS CLAUSE

Section 1

The Board will furnish one (1) copy of the Master Agreement to all teachers and five (5) copies to the EA.

Section 2

With regard to race, creed, religion, color, national origin, age, sex, marital status, and disability, the Board and Association acknowledge the validity of the Federal and State anti-discrimination laws.

Section 3 Act of God Days

- A. When schools do not open to children due to inclement weather, teachers are not expected to report for duty. When schools are closed due to inclement weather, teachers are not expected to remain on duty for more than one (1) hour after students are dismissed unless it is agreed by the parties that teachers should remain for the balance of the regular work day. If school is not open for the day, such information will be disseminated by way of radio station and building telephone.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of the school authorities shall be rescheduled or set forth in the calendar as required by law or as needed in order for the District to receive all available state aid.
- C. If school is cancelled after a teacher's normal reporting time for work and the day cannot be counted as a session according to state law, the teacher will be compensated one-half (1/2) his daily rate of pay.

Section 4

- A. The Board and the Association shall establish a council known as the Instructional and Curriculum Council. The purpose of this Council shall be to recommend policies affecting the nature and design of the instructional program of the district. As part of the responsibilities, the Council shall:
 - 1. Develop criteria for the ongoing evaluation of all instructional programs;
 - 2. Annually review and recommend policies concerning all testing programs and instructional management systems;
 - 3. Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and
 - 4. Recommend other policies relating to the district's instructional program and curriculum.
- B. Changes in existing instructional programs and proposed new instructional programs must be reviewed by the Curriculum Council and its recommendation made to the administration and to the Board prior to Board adoption or implementation. The decision on curriculum matters shall be made by the Board.
- C. Association and administrative membership to the Curriculum Council will be determined according to past practice.
- D. The Council shall meet on a regularly scheduled basis as determined by the Council membership.

Section 5

Individual nonteaching professional personnel shall work with each individual case/referral in accordance with accepted practices or methods of his discipline. Such methods shall be subject to the approval of their immediate supervisor.

Section 6

The Employer shall provide within each school building at least one (1) area in which smoking by employees is permitted.

ARTICLE XXI - SCHOOL IMPROVEMENT TEAM

In order to improve the school environment and student outcomes and to introduce and promote site-based decisionmaking within individual buildings, the parties agree as follows:

- A. Site-Based Decisionmaking (SBDM) will be implemented in each district building. Responsibility for implementation will be given to each building level School Improvement Team (SIT). This is in accordance with Public Act 25 from the State school laws.
- B. The School Improvement Team (SIT) will be representative of instructional staff, administrators, and parents and may include noninstructional staff and students, with the total number of the committee not to exceed seven (7). The teacher representatives will be selected by the building bargaining unit members.
- C. The SIT will establish its own meeting schedule. The SIT may use one-half (1/2) day per month of release time for meetings.
- D. The SIT, among its other functions, will conduct a SIT orientation program by October 15 of each school year for all building employees. The purpose of the program will be to explain the theory and practice of the SIT which would include site-based decisionmaking and to provide training in the skills that are necessary to develop and implement an effective program in that building.
- E. SIT decisions must comply with School Board policy and the Master Agreement. The SIT may ask for a temporary waiver of a policy and/or condition of the Master Agreement. Waivers must be in writing and will identify specifically the condition and/or policy that is to be waived. All waivers must be mutually agreed upon by both the Board and the Association with a Letter of Understanding before being implemented.
- F. The Master Agreement will remain in full force and effect and have full application to the unit members who are affected by any site-based decisionmaking arrangement.

ARTICLE XXII - PARENT-TEACHER CONFERENCES

Section 1

Kindergarten and Young Five teachers will have three (3) full-day conferences and one (1) evening conference during the fall semester. Kindergarten and Young Five teachers will also have two (2) full-day conferences and one (1) evening conference during the spring semester. Substitute teachers will be provided to teach kindergarten and Young Five classes during the conferences.

Section 2

Teachers of grades 1 through 5 will have three (3) half-day conferences and one (1) evening conference during the fall semester. Teachers of grades 1 through 5 will also have two (2) half-day conferences and one (1) evening conference during the spring semester.

Section 3

Middle school teachers will have two (2) afternoon conferences from 12 noon to 3 p.m. and one (1) evening conference during the fall semester. Middle school teachers will also have one (1) half-day conference and one (1) evening conference during the spring semester.

Section 4

High School teachers will have one (1) afternoon conference from 12 noon to 3 p.m. and one (1) evening conference during both fall and spring semesters.

Section 5

Dismissal for middle and high school students will be 11 a.m. Dismissal for elementary students in grades 1 through 5 will be 11:30 a.m.

Section 6

With the approval of the majority of teachers within a school building, the conference times for that school may be altered provided the total amount of conference time is unchanged and the conferences are confined to the teachers' normal workday.

Section 7

Scheduling of parents during conferences shall be at the sole discretion of the professional classroom teacher.

APPENDIX A-1

TEACHER INSTRUCTION MAXIMUMS PER DAY

<u>High Schools</u>	6 hours and 15 minutes (5 teaching periods)
<u>Middle Schools</u> (includes 5th grades at middle schools)	6 hours and 00 minutes (1 prep minimum)
<u>Elementary Schools</u>	5 hours and 30 minutes (includes recess & specials)

APPENDIX A-2

LENGTH OF TEACHER DAY

(Including Lunch and Unassigned Time)

<u>High Schools</u> (includes non- professional staff)	7 hours and 35 minutes
<u>Middle Schools</u>	7 hours and 30 minutes
<u>Elementary Schools</u>	7 hours and 5 minutes

APPENDIX B-1
MARQUETTE AREA PUBLIC SCHOOLS
1990-93 INDEX

STEP	BA	BA+18	MA or BA+40	MA+20	MSW MA+40
0	1.00	1.05	1.10	1.15	1.25
1	1.05	1.10	1.15	1.20	1.30
2	1.10	1.15	1.20	1.25	1.35
3	1.15	1.20	1.25	1.30	1.40
4	1.20	1.25	1.30	1.35	1.45
5	1.25	1.30	1.35	1.40	1.50
6	1.30	1.35	1.40	1.45	1.55
7	1.35	1.40	1.45	1.50	1.60
8	1.40	1.45	1.50	1.55	1.65
9	1.45	1.50	1.55	1.60	1.70
10	1.50	1.55	1.60	1.65	1.75
11	1.55	1.60	1.65	1.70	1.80
12	1.60	1.65	1.70	1.75	1.85
13	1.685	1.735	1.785	1.835	1.935
18	1.77	1.82	1.87	1.92	2.02
23	1.855	1.905	1.955	2.005	2.105
28	1.94	1.99	2.04	2.09	2.19

APPENDIX B-2

MARQUETTE AREA PUBLIC SCHOOLS

1990-91 SALARY SCHEDULE*

STEP	BA	BA+18	MA or BA+40	MA+20	MSW MA+40
0	\$20,874	\$21,917	\$22,961	\$24,005	\$26,092
1	21,917	22,961	24,005	25,048	27,136
2	22,961	24,005	25,048	26,092	28,179
3	24,005	25,048	26,092	27,136	29,223
4	25,048	26,092	27,136	28,179	30,267
5	26,092	27,136	28,179	29,223	31,310
6	27,136	28,179	29,223	30,267	32,354
7	28,179	29,223	30,267	31,310	33,398
8	29,223	30,267	31,310	32,354	34,441
9	30,267	31,310	32,354	33,398	35,485
10	31,310	32,354	33,398	34,441	36,529
11	32,354	33,398	34,441	35,485	37,572
12	33,398	34,441	35,485	36,529	38,616
13	35,172	36,216	37,259	38,303	40,390

For longevity steps 18, 23, and 28 the index (Appendix B-1)
will be applied to the base.

APPENDIX B-3

MARQUETTE AREA PUBLIC SCHOOLS

1991-92 SALARY SCHEDULE*

STEP	BA	BA+18	MA or BA+40	MA+20	MSW MA+40
0	\$21,917	\$23,013	\$24,109	\$25,205	\$27,397
1	23,013	24,109	25,205	26,301	28,492
2	24,109	25,205	26,301	27,397	29,588
3	25,205	26,301	27,397	28,492	30,684
4	26,301	27,397	28,492	29,588	31,780
5	27,397	28,492	29,588	30,684	32,876
6	28,492	29,588	30,684	31,780	33,972
7	29,588	30,684	31,780	32,876	35,068
8	30,684	31,780	32,876	33,972	36,163
9	31,780	32,876	33,972	35,068	37,259
10	32,876	33,972	35,068	36,163	38,355
11	33,972	35,068	36,163	37,259	39,451
12	35,068	36,163	37,259	38,355	40,547
13	36,931	38,026	39,122	40,218	42,410

For longevity steps 18, 23, and 28 the index (Appendix B-1)
will be applied to the base.

APPENDIX B-4

MARQUETTE AREA PUBLIC SCHOOLS

1992-93 SALARY SCHEDULE*

STEP	BA	BA+18	MA or BA+40	MA+20	MSW MA+40
0	\$23,046	\$24,198	\$25,351	\$26,503	\$28,807
1	24,198	25,351	26,503	27,655	29,960
2	25,351	26,503	27,655	28,807	31,112
3	26,503	27,655	28,807	29,960	32,264
4	27,655	28,807	29,960	31,112	33,417
5	28,807	29,960	31,112	32,264	34,569
6	29,960	31,112	32,264	33,417	35,721
7	31,112	32,264	33,417	34,569	36,874
8	32,264	33,417	34,569	35,721	38,026
9	33,417	34,569	35,721	36,874	39,178
10	34,569	35,721	36,874	38,026	40,330
11	35,721	36,874	38,026	39,178	41,483
12	36,874	38,026	39,178	40,330	42,635
13	38,832	39,985	41,137	42,289	44,594

For longevity steps 18, 23, and 28 the index (Appendix B-1)
will be applied to the base.

APPENDIX C

EXTRACURRICULAR SALARIES

Compensation is based on the individual's years of experience in this activity in the Marquette Area Public Schools. The following percentages will apply to the appropriate step of the B.A. track. (The B.A. track is extended for this purpose to 11 steps.) Years of experience will not be reduced for individuals hired prior to this agreement.

In moving to a percentage no current bargaining unit member will suffer a loss of pay. Each bargaining unit member will be grandparented in his/her position as far as salary is concerned.

HIGH SCHOOL

Football

Varsity Head	10.5%
Varsity Assistant	7.5
Junior Varsity Head	7.5
Junior Varsity Assistant	6.5
Freshman Head	6.5
Freshman Assistant	6.5

Basketball

Boys Varsity	10.5
Girls Varsity	10.5
Boys Junior Varsity	7.5
Girls Junior Varsity	7.5
Boys Freshman	6.5

Hockey

Head	10.5
Assistant	7.5

Track

Boys Head	7.5
Girls Head	7.5
Boys Assistant	6.5
Girls Assistant	6.5

Other Sports

Cross Country	6.0
Cross Country Assistant	4.0
Golf Head	4.5
Swimming Head	6.0
Swimming Assistant	4.0
Skiing Head	5.5
Boys Wrestling Head	8.0
Boys Wrestling Assistant	6.0
Girls Gymnastics Head	6.0
Girls Gymnastics Assistant	4.0
Boys Tennis Head	5.0
Girls Tennis Head	5.0
Boys Intramural Basketball	5.0
Girls Intramural Basketball	1.5
Girls Volleyball	6.0

Other Extra Duties

Audio Visual Director	1.5
Cheerleader Advisor	4.5
Band	9.0
Choral	2.5
Dramatics	5.0

Other Extra Duties - Cont'd

Forensics	3.0%
Musical	4.25
Student Council	4.0
Yearbook	6.0
Senior Class Speaker Advisor	1.0
Debate	5.0
Newspaper	1.5

Class Advisors

Freshman	2.0
Sophomore	2.0
Junior	4.0
Senior	2.0

Weight Training	3.5
Majorettes	2.0
Fall Ticket Manager	2.0
Winter Ticket Manager	4.0
National Honor Society	1.5
High School Bowl	2.0

INTRAMURALS

Middle School Flag Football	2.5
6th Grade Flag Football	2.5
6th Grade Girls Basketball	2.5
6th Grade Boys Basketball	2.5
Graveraet Talent Show	1.0
Gymnastics	2.5
Flag Football Equipment Manager	.5
6th Grade Referees (2 schools)	1.0
Middle School Wrestling	2.5

INTERSCHOLASTICS

Middle School 7th Grade Girls Basketball	3.5
Middle School 7th Grade Boys Basketball	3.5
Middle School 8th Grade Girls Basketball	3.5
Middle School 8th Grade Boys Basketball	3.5
Middle School Head Track	2.75
Middle School Assistant Track	2.25

OTHER MIDDLE SCHOOL DUTIES

Student Council	2.25
Lockers	2.25
National Junior Honor Society	.75
Yearbook	1.5
Newspaper	1.5

ELEMENTARY SCHOOLS

Extracurricular Activity Approved by Principal at Elementary Schools	1.0
Elementary Curriculum and AV Materials	1.0
Science Coordinator	1.5

ALL SCHOOLS

Computer Advisors	1.5%
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COORDINATORS

Driver Education	3.5
Chapter 1	3.5

Driver Ed: 1990-91 - \$13.63
1991-92 - 14.31
1992-93 - 15.05 -42-

APPENDIX D-1
(Form A) Narrative

Member _____ Date _____
School _____

OBSERVATIONS

(Member) * (Date) (Evaluator) (Date)

* Member's signature denotes awareness of content but does not necessarily indicate agreement.

Evaluator's recommendation:

APPENDIX D-2

(Form B)

Unit member name _____

Date _____

School _____

GRADING KEY S - Satisfactory
 I - Improving
 N - Needs to Improve

I. THE TEACHING ACT

- A. Justifies selection of learning content _____
- B. Plans appropriate instructional objectives _____
- C. Teaches to the objectives _____
- D. Communicates effectively with students _____
- E. Monitors, adjusts, varies techniques _____
- F. Allows for individual differences _____
- G. Effectively uses a variety of materials _____
- H. Provides specific evaluation feedback _____

II. CLASS MANAGEMENT

- A. Organizes educational setting skillfully _____
- B. Shows efficient personal organization _____
- C. Establishes and maintains discipline _____

III. INTERPERSONAL SKILLS

- A. Communicates effectively with parents _____
- B. Communicates effectively with students _____
- C. Communicates effectively with school district personnel _____

APPENDIX D-2

(Form B) - Continued

IV. COMMENTS

A. Overall strengths

V. RECOMMENDATIONS FOR IMPROVEMENT (if appropriate)

(Unit Member) * (Date) (Evaluator) (Date)

* Member's signature denotes awareness of content but does not necessarily indicate agreement.

Evaluator's recommendation:

APPENDIX E

INDIVIDUAL AGREEMENT

The undersigned employee hereby agrees to waive his/her seniority for purposes of the Marquette Public Schools impending institution of a layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under this Agreement. This waiver pertains solely to the order in which said employee might be laid off during the period of this Master Agreement.

Signature _____
(Employee)

Signature _____
(Association Representative)

Signature _____
(School District)

Date _____

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1990, and shall continue in effect until the 30th day of June, 1993.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 1990.

MARQUETTE AREA EDUCATION ASSOCIATION

MARQUETTE AREA PUBLIC SCHOOLS

By _____
MAEA Chief Negotiator

By _____
Board Chief Negotiator

By _____
MAEA President

By _____
Superintendent

By _____
UPEA Representative

By _____
Board Secretary

By _____
MEA Uniserv

By _____
Board President

ARTICLE XXIII - INCLUSIVE EDUCATION OR ITS EQUIVALENCY

- A. Any bargaining unit member notified by their building administrator that they will be providing instructional service to a handicapped student in a regular education classroom setting shall be invited in writing to participate in the individual educational planning committee (IEPC) for such student. Unless directed to attend by the Employer, the member may choose not to do so.
- B. A bargaining unit member shall provide a written statement advising why they believe a handicapped student's current individual education planning committee (IEPC) report is not meeting the student's unique needs. The Employer shall call an IEPC as set forth in the state special education guidelines. The member shall be invited to and will attend the IEPC.
- C. Any bargaining unit member who may be called upon to participate in an individual educational planning committee (IEPC) meeting shall be provided with a copy of the Michigan Department of Education's "Policy Regarding Least Restrictive Environment" (dated January 10, 1984) and formal in-service training regarding its meaning, application and implementation, particularly the "13 Step" process.
- D. The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student. Accordingly, in order to assure that the handicapped student will be allowed to participate in regular education programs and services to the maximum extent appropriate, the Employer shall:
 1. Within sixty (60) days of the start of the school year, and periodically thereafter, provide in-service training to regular education personnel regarding the instruction and behavioral management of handicapped students in the regular education classroom setting. A variety of such programs will be provided, the subjects to include the differing approaches, problems and techniques to be utilized with varying handicapping conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training shall be expedited for any regular education personnel who shall be asked to provide or supervise instructional services to any handicapped students identified as severely multiply impaired, severely mentally impaired, autistically impaired, trainable mentally impaired, or severely language impaired.
 2. Prior to the start of the school year, appoint a committee in consultation with the Association, such committee being comprised of bargaining unit members, other District personnel and persons outside the District with expertise in the education of handicapped students in the regular education

ARTICLE XXIII - INCLUSIVE EDUCATION OR ITS EQUIVALENCY

Page 2

classroom setting. The purpose of the committee shall be to receive, review and respond to the request of any bargaining unit member regarding assistance desired in resolving problems arising out of the member's attempt to implement the least restrictive environment mandate in the member's regular education classroom. Members who are required to participate in an IEPC before and after the regular school day for more than thirty (30) minutes shall receive compensatory leave time when the individual has accumulated a minimum of three (3) hours overtime during a specific school year. The teacher will be responsible for recording such overtime and shall have such time verified after each IEPC by the building administrator. The administrator shall initial the documentation which is kept by the teacher.

3. Provide sufficient teacher consultant, instructional and other aide/paraprofessional support personnel and other personnel as necessary to implement the IEPC for each handicapped student in the District.
 4. Provide such supplementary aids and equipment as necessary to implement the IEPC for each handicapped student in the District.
- E. The Employer agrees that in implementing the least-restrictive environment mandate it shall not assign a disproportional number of handicapped students to any specific regular education classroom except by the consent of the teacher. The Board will make every attempt to evenly distribute such students throughout the District in accordance to the Board's normal attendance area policy.
- F. The Board and the Association agree that the teacher and the District will endeavor to provide the best education possible to the handicapped student. It is recognized by both parties that achieving the growth projections in a student's annual goals and objectives which are established by the IEPC may not be possible in each instance. However, it is the intention of both parties to faithfully attempt to achieve these goals.

MARQUETTE AREA PUBLIC SCHOOLS

1201 WEST FAIR AVENUE
MARQUETTE, MICHIGAN 49855

BILL BERGIN
SUPERINTENDENT OF SCHOOLS

Area Code 906
Telephone 225-4205

MEMORANDUM

TO: Joyce Smith, President
Marquette Area Education Association

FROM: Bill Bergin

DATE: July 1, 1991

RE: Letter of Understanding Regarding I.S.D. Personnel

This communication will serve as a letter of understanding between the Marquette Area Public School Board and the Marquette Area Education Association regarding I.S.D. personnel. There are five points to this letter of understanding. They are as follows:

1. The Marquette Area Education Association grants a one year waiver for the contract requirements of posting positions within the bargaining unit for the combined support services of the elementary schools.

2. This waiver is not to be considered as a precedent.

3. The one and a half positions currently provided by the Intermediate School District will remain on the I.S.D. payroll for the 1991-92 school year.


4. The roll assignment for the 1991-92 school year will be as provided on the attached sheet.

5. The Marquette Area Education Association and the Marquette School Board, through the Central Office representation, agree to meet during the 1991-92 school year to develop a long term plan to address this particular issue.


Bill Bergin, Superintendent
Marquette Area Public Schools


Stu Skauge, President
Marquette Area Education Assn.


Tom Baldini, Administrative Assistant
Marquette Area Public Schools


Joyce Smith, Vice President
Marquette Area Education Assn.

MARQUETTE AREA PUBLIC SCHOOLS

1201 WEST FAIR AVENUE
MARQUETTE, MICHIGAN 49855

BILL BERGIN
SUPERINTENDENT OF SCHOOLS

Area Code 906
Telephone 225-4205

Attachment

COMBINED SUPPORT SERVICES TO ELEMENTARY SCHOOLS (MAISD & MAPS)

1991-1992

Fisher	.5	TC (ISD)
Parkview	.75	HS (MAPS)
Sandy Knoll	.5	TC (ISD)
	.25	HS (MAPS)
Silver Creek	1.0	HS (MAPS)
Vandenboom	.25	TC (ISD)
	.4	SW (MAPS)
Whitman	.6	SW (MAPS)
	.25	TC (ISD)

SW = Social Worker

HS = Home School Coordinator

TC = Teacher Consultant funded and provided by MAISD as indicated
above